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FILED IN THE U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JUN 11 2025

SEAN F. McAVOY, CLERK  
SPOKANE, WASHINGTON

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 2:23-CR-030-TOR

Plaintiff,

Plea Agreement

v.

MICHAEL AVILEZ ESPINOZA (a/k/a  
"Sebastin Godina"),

Defendant.

Plaintiff United States of America, by and through Richard R. Barker, Acting United States Attorney for the Eastern District of Washington, and Ann T. Wick, Assistant United States Attorney for the Eastern District of Washington, and Defendant Michael Avilez Espinoza ("Defendant"), both individually and by and through Defendant's counsel, Lorinda Youngcourt, agree to the following Plea Agreement.

1. Guilty Plea and Maximum Statutory Penalties

Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), Defendant agrees to enter a plea of guilty to Counts 2 and 4 of the Indictment filed on March 21, 2023, which charges Defendant with Production of Child Pornography, in violation of 18 U.S.C. § 2251(a), (e), a Class B felony.

Defendant understands that the following potential penalties apply:

- a. a term of imprisonment of not less than 15, but no more than 30, years;
- b. a term of supervised release of not less than 5 years, up to a lifetime;
- c. a fine of up to \$250,000;
- d. an assessment of up to \$50,000 pursuant to 18 U.S.C. § 2259A(a)(3);
- e. an assessment of \$5,000, pursuant to the JVT A;
- f. a \$100 special penalty assessment;
- g. restitution; and
- h. registration as a sexual offender.

2. Supervised Release

Defendant understands that an additional, separate term of supervised release must be imposed in this case. Defendant further understands that if he violates any condition of supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on post-release supervision, up to the following terms:

- a. 5 years in prison if the offense that resulted in the term of Supervised Release is a class A felony,
- b. 3 years in prison if the offense that resulted in the term of Supervised Release is a class B felony, and/or
- c. 2 years in prison if the offense that resulted in the term of Supervised Release is a class C felony.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of

1 incarceration greater than the maximum sentence authorized by statute for  
2 Defendant's offense or offenses of conviction.

3 3. The Court is Not a Party to this Plea Agreement

4 The Court is not a party to this Plea Agreement and may accept or reject it.  
5 Defendant acknowledges that no promises of any type have been made to  
6 Defendant with respect to the sentence the Court will impose in this matter.

7 Defendant understands the following:

- 8 a. sentencing is a matter solely within the discretion of the Court;
- 9 b. the Court is under no obligation to accept any recommendations  
10 made by the United States or Defendant;
- 11 c. the Court will obtain an independent report and sentencing  
12 recommendation from the United States Probation Office;
- 13 d. the Court may exercise its discretion to impose any sentence it  
14 deems appropriate, up to the statutory maximum penalties;
- 15 e. the Court is required to consider the applicable range set forth  
16 in the United States Sentencing Guidelines, but may depart  
17 upward or downward under certain circumstances; and
- 18 f. the Court may reject recommendations made by the United  
19 States or Defendant, and that will not be a basis for Defendant  
20 to withdraw from this Plea Agreement or Defendant's guilty  
21 plea.

22 4. Potential Immigration Consequences of Guilty Plea

23 If Defendant is not a citizen of the United States, Defendant understands the  
24 following:

- 25 a. pleading guilty in this case may have immigration  
26 consequences;

- b. a broad range of federal crimes may result in Defendant's removal from the United States, including the offense to which Defendant is pleading guilty;
- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

5. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

6. Rule 11 Nature of the Plea Agreement

Defendant acknowledges that this Plea Agreement is entered pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C) (“Rule 11(c)(1)(C)”). Pursuant to Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate disposition of the case is within a range of 15 to 23 years in custody, to be followed by at least a ten-year term of Supervised Release. The United States and Defendant agree to make those sentencing recommendations to the Court. Although the United States and Defendant agree to make these recommendations to the Court pursuant to Rule 11(c)(1)(C), Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will ultimately impose.

Defendant understands that Defendant may withdraw from this Plea Agreement if the Court imposes a term of imprisonment of greater than 23 years or indicates its intent to do so. Defendant also understands that the United States may withdraw from this Plea Agreement if the Court imposes a term of imprisonment of less than 15 years or indicates its intent to do so.

The United States and Defendant acknowledge that the imposition of any fine, restitution, assessment, or terms and conditions of Supervised Release are not part of the Rule 11(c)(1)(C) nature of this Plea Agreement; that the United States and Defendant are free to make any recommendations they deem appropriate as to the imposition of fines, restitution, assessments, and terms and conditions of Supervised Release; and that the Court will exercise its discretion in this regard. The United States and Defendant acknowledge that the Court’s decisions regarding the imposition of fines, restitution, assessments, and terms and conditions of Supervised Release will not provide bases for Defendant to withdraw Defendant’s guilty plea or withdraw from this Rule 11(c)(1)(C) Plea Agreement.

1 Defendant acknowledges that, if either the United States or Defendant  
2 successfully withdraws from this Plea Agreement, the Plea Agreement becomes a  
3 nullity, and the United States is no longer bound by any representations within it.

4 7. Elements of the Offense

5 The United States and Defendant agree that in order to convict Defendant of  
6 Production of Child Pornography, in violation of 18 U.S.C. § 2251(a), the United  
7 States would have to prove the following beyond a reasonable doubt.

8 Count 2:

- 9 a. *First*, at the time of the offense, Minor Victim H was under the  
10 age of 18.
- 11 b. *Second*, on or between the date(s) alleged in the Indictment,  
12 within the Eastern District of Washington, Defendant  
13 knowingly employed, used, persuaded, induced, enticed, or  
14 coerced Minor Victim H to take part in sexually explicit  
15 conduct for the purpose of producing visual depictions of such  
16 conduct; and
- 17 c. *Third*, the visual depictions were produced using materials that  
18 had been mailed, shipped, or transported in or affecting  
19 interstate or foreign commerce by any means, including by  
20 computer or cell phone.

21 Count 4:

- 22 a. *First*, at the time of the offense, Minor Victim S was under the  
23 age of 18.
- 24 b. *Second*, on or between the date(s) alleged in the Indictment,  
25 within the Eastern District of Washington, Defendant  
26 knowingly employed, used, persuaded, induced, enticed, or  
27 coerced Minor Victim S to take part in sexually explicit  
28



1 conduct for the purpose of producing visual depictions of such  
2 conduct; and

3 c. *Third*, the visual depictions were produced using materials that  
4 had been mailed, shipped, or transported in or affecting  
5 interstate or foreign commerce by any means, including by  
6 computer or cell phone.

7 8. Factual Basis and Statement of Facts

8 The United States and Defendant stipulate and agree to the following: the  
9 facts set forth below are accurate; the United States could prove these facts beyond  
10 a reasonable doubt at trial; and these facts constitute an adequate factual basis for  
11 Defendant's guilty plea.

12 The United States and Defendant agree that this statement of facts does not  
13 preclude either party from presenting and arguing, for sentencing purposes,  
14 additional facts that are relevant to the Sentencing Guidelines computation or  
15 sentencing, unless otherwise prohibited in this Plea Agreement.

16 During the course of a sexual assault investigation, Idaho State Police  
17 identified Minor Victim S, born in the first half of 2007. During a review of her  
18 social media, they located recordings of Minor S having sex with Facebook  
19 user "Sebastin Godina." Minor S disclosed that the recorded sex acts occurred  
20 at the Fairgrounds in Waterville, Washington, within the Eastern District of  
21 Washington. The information and electronic evidence were turned over to the  
22 Douglas County Sheriff's Office.

23 Douglas County Det. Melton obtained a search warrant for the "Sebastin  
24 Godina" Facebook account in March 2022, covering dates from January 1,  
25 2019, to March 2, 2021. The user sent many selfie images to other users and  
26 was identified as Defendant Espinoza, in part based on identifiable, matching  
27 tattoos, including the name Espinoza on his chest and using the name  
28 "Michael" with other users with whom he communicated. Within the above

1 date range, Minor Victim S and Defendant communicated via Facebook  
2 between November 13, 2019, and March 2, 2021. The content of the  
3 communications made it clear that the two met for sex at least two times. On  
4 December 2, 2019, Defendant sent Minor Victim S <sup>my ME</sup> two videos of them having AW  
5 sexual intercourse. The two videos appear to be from the same encounter, and  
6 Defendant is holding the recording device. In addition, Defendant requested  
7 pictures of Minor Victim S's nude body and genitalia on several occasions;  
8 Minor Victim S complied, sending both pictures and videos.

9 Also in Defendant's Facebook account, Detective Melton located two  
10 sexually explicit videos of Defendant engaging in sexual activity with a female  
11 later identified as Minor Victim H, born the first half of 2003. The first video  
12 shows Minor Victim H giving Defendant oral sex. The second video shows  
13 Defendant and Minor Victim H having sexual intercourse. Based on messages  
14 between Defendant and Minor Victim H and the setting of the two videos, Detective  
15 Melton concluded the date of the sexual contact and recording occurred within  
16 Chelan County on or about July 8, 2019. Detective Melton referred the  
17 information to the Chelan County Sheriff's Office.

18 Chelan County Det. Lewis obtained a warrant for the "Sebastin Godina"  
19 Facebook account data provided by Douglas County. Minor Victim H and  
20 Defendant communicated via Facebook March 25, 2019, through July 19,  
21 2019. The content of the communications made it clear that the two met for  
22 sex at least two times. In addition, on July 8, 2019, Defendant requested a  
23 picture of Minor Victim H's freshly shaved pubic area; Minor Victim H  
24 complied, sending a picture of her unclothed vaginal area. A total of four  
25 videos and one still image of Minor Victim H and Defendant engaged in sex  
26 acts were found in Defendant's Facebook account data. Defendant sent the  
27 four videos to another individual, Fernanda Sofia Silva, via Facebook, on July  
28 8, 2019.



1 Defendant agrees that he knowingly used Minor Victims S and H to produce  
2 the video and image files described herein. Defendant also agrees that the videos  
3 and images of Minor Victims S and H depict “sexually explicit conduct” and are  
4 therefore child pornography.

5 Defendant acknowledges that 1) the digital devices he used to produce the  
6 videos and images were manufactured outside the United States in whole or in  
7 part; 2) the images captured by and recorded on the devices were produced using  
8 materials that had been mailed, shipped, or transported in or affecting interstate or  
9 foreign commerce; and 3) Defendant sent the child pornography videos to another  
10 person using a manner and means of, and in and affecting, interstate and foreign  
11 commerce.

12 9. The United States’ Agreements

13 The United States Attorney’s Office for the Eastern District of Washington  
14 agrees that at the time of sentencing, the United States will move to dismiss Counts  
15 1, 3, 5, and 6, unless Defendant breaches this Plea Agreement.

16 The United States Attorney’s Office for the Eastern District of Washington  
17 agrees not to bring additional charges against Defendant based on information in  
18 its possession at the time of this Plea Agreement that arise from conduct that is  
19 either charged in the Indictment or identified in discovery produced in this case,  
20 unless Defendant breaches this Plea Agreement.

21 10. United States Sentencing Guidelines Calculations

22 Defendant understands and acknowledges that the United States Sentencing  
23 Guidelines (“U.S.S.G.” or “Guidelines”) apply and that the Court will determine  
24 Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines.  
25 The United States and Defendant agree to the following Guidelines calculations.  
26  
27  
28

a. Base Offense Level

The United States and Defendant agree that the base offense level for Production of Child Pornography in violation of 18 U.S.C. § 2251(a) is 32. U.S.S.G. § 2G1.3(a)(3).

b. Special Offense Characteristics

The United States and Defendant agree to the following offense level and enhancement calculations:

Count 2

*Production of Child Pornography in violation of 18 U.S.C. § 2251(a), (e):*

Base Offense Level and Adjustments		Guideline Section
Child pornography production	32	U.S.S.G. § 2G2.1(a)
Sexual act or sexual contact	+2	U.S.S.G. § 2G2.1(b)(2)(A)
Distribution	+2	U.S.S.G. § 2G2.1(b)(3)
Use of computer	+2	U.S.S.G. § 2G2.1(b)(6)(B)
Total	42	

Count 4

*Production of Child Pornography in violation of 18 U.S.C. § 2251(a), (e):*

Base Offense Level and Adjustments		Guideline Section
Child pornography production	32	U.S.S.G. § 2G2.1(a)
Victim under 16 years old	+2	U.S.S.G. § 2G2.1(b)(1)
Sexual act or sexual contact	+2	U.S.S.G. § 2G2.1(b)(2)(A)
Distribution	+2	U.S.S.G. § 2G2.1(b)(3)
Use of computer	+2	U.S.S.G. § 2G2.1(b)(6)(B)
Total	44	

c. Acceptance of Responsibility

If Defendant clearly accepts responsibility for the offense, including all relevant conduct, Defendant will be entitled to a reduction of two levels in the combined adjusted offense level, under U.S.S.G. § 3E1.1(a). The Government will move for an additional one-level reduction in the combined offense level under § 3E1.1(b) if the following conditions are met: (1) Defendant qualifies for a decrease under §3 E1.1(a); (2) the offense is level 16 or greater; (3) Defendant has timely

1 notified authorities of Defendant's intention to enter a plea of guilty, thereby  
2 permitting the Government to avoid preparing for trial and permitting the Court to  
3 allocate its resources efficiently; 4) Defendant enters a guilty plea at the first  
4 available court hearing after this agreement was extended to Defendant; and 5)  
5 Defendant provides complete and accurate information during the sentencing  
6 process, including but not limited to financial information being sought by the  
7 Court, United States Probation, and the United States Attorney's Office. If, before  
8 sentence is imposed, Defendant fails to meet the criteria set out in U.S.S.G.  
9 § 3E1.1 and its Commentary or acts in a manner inconsistent with acceptance of  
10 responsibility, the Government will withdraw or not make such a recommendation.

11 Defendant and the United States agree that at its option and on written notice  
12 to Defendant, the United States may elect not to recommend a reduction for  
13 acceptance of responsibility if, prior to the imposition of sentence, Defendant is  
14 charged with, or convicted of, any criminal offense, or if Defendant tests positive  
15 for any controlled substance.

16 d. Repeat and Dangerous Sex Offender Against Minors

17 The United States and Defendant agree that Defendant's instant offense of  
18 conviction is a covered sex crime<sup>1</sup> and that Defendant engaged in a pattern of  
19 activity involving prohibited sexual conduct.<sup>2</sup> Therefore, Defendant's offense  
20 level shall be further adjusted according to USSG § 4B1.5(b).

21 e. Agreements Regarding Representations to the Court

22 The United States has a duty of candor to the tribunal. If the United States  
23 and Defendant do not agree on the appropriate length of incarceration, the

24 \_\_\_\_\_  
25 <sup>1</sup> A "covered sex crime" is (A) an offense, perpetrated against a minor, under  
26 chapters 109A, 110, or 117 of Title 18, United States Code (excluding trafficking  
27 in, receipt of, or possession of child pornography, or a recordkeeping offense), or  
28 18 U.S.C. § 1591; or (B) an attempt or a conspiracy to commit any of these (non-  
excluded) offenses. USSG §4B1.5 n.2.

<sup>2</sup> "Prohibited sexual conduct" includes "production of child pornography." §4B1.5  
n.4(A)

1 appropriate length or applicable terms of supervised release, and/or the correct  
2 guidelines calculations, variances, departures, and/or enhancements, the United  
3 States reserves the right to respond to any and all arguments made by Defendant,  
4 on any bases the United States deems appropriate, at all stages of this criminal  
5 case.

6 With regard to all briefing, submissions, and hearings in this criminal case,  
7 the United States and Defendant agree to the following provisions:

- 8 i. The United States and Defendant may each respond to  
9 any questions from the Court or United States Probation  
10 Office;
- 11 ii. The United States and Defendant may each supplement  
12 the facts under consideration by the Court by providing  
13 information the United States or Defendant deems  
14 relevant;
- 15 iii. The United States and Defendant may each present and  
16 argue any additional facts that the United States or  
17 Defendant believe are relevant to the Sentencing  
18 Guidelines computation or sentencing;
- 19 iv. The United States and Defendant may each present and  
20 argue information that may already be known to the  
21 Court, including information contained in the  
22 Presentence Investigation Report;
- 23 v. The United States and Defendant may each respond to  
24 any arguments presented by the other;
- 25 vi. In order to support the United States' sentencing  
26 recommendation as set forth herein, the United States  
27 may oppose and argue against any defense argument or  
28 any recommendation for any sentence lower than the

1 sentence recommended by the United States on any basis,  
2 including arguments for a lower offense level, a lower  
3 criminal history calculation, the application or non-  
4 application of any sentencing enhancement or departure,  
5 and/or any variance from the Guidelines range as  
6 calculated by the Court;

7           vii. In order to support the defense sentencing  
8 recommendation as set forth herein, Defendant may  
9 oppose and argue against any argument by the United  
10 States, or any recommendation for any sentence higher  
11 than the sentence recommended by the defense on any  
12 basis, including arguments for a higher offense level, a  
13 higher criminal history calculation, the application or  
14 non-application of any sentencing enhancement or  
15 departure, and/or any variance from the Guidelines range  
16 as calculated by the Court;

17           viii. The United States may make any sentencing arguments  
18 the United States deems appropriate so long as they are  
19 consistent with this Plea Agreement, including arguments  
20 arising from Defendant's uncharged conduct, conduct set  
21 forth in charges that will be dismissed pursuant to this  
22 Plea Agreement, and Defendant's relevant conduct; and

23           ix. Defendant may make any sentencing arguments  
24 consistent with this Plea Agreement Defendant deems  
25 appropriate.

26           f. No Other Agreements

27           The United States and Defendant have no other agreements regarding the  
28 Guidelines or the application of any Guidelines enhancements, departures, or



1 variances. Defendant understands and acknowledges that the United States is free  
2 to make any sentencing arguments it sees fit, including arguments arising from  
3 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed  
4 pursuant to this Agreement, and Defendant's relevant conduct.

5 g. Criminal History

6 The United States and Defendant have no agreement and make no  
7 representations about Defendant's criminal history category, which will be  
8 determined by the Court after the United States Probation Office prepares and  
9 discloses a Presentence Investigative Report.

10 11. Incarceration

11 At the time of Defendant's original sentencing in the District Court, the  
12 United States agrees to make a sentencing recommendation to the Court that is  
13 consistent with this Plea Agreement. The United States' agreement to make such a  
14 recommendation is limited exclusively to the time of Defendant's original  
15 sentencing in the District Court. The United States' agreement to make such a  
16 recommendation does not prohibit or limit in any way the United States' ability to  
17 argue for or against any future sentencing modification that takes place after  
18 Defendant's original sentencing in the District Court, whether that modification  
19 consists of an amendment to the Guidelines, a change to a statutory minimum or  
20 maximum sentence, any form of compassionate release, any violation of  
21 Supervised Release, or any other modification that is known or unknown to the  
22 parties at the time of Defendant's original criminal sentencing. In this Plea  
23 Agreement, the United States makes no promises or representations about what  
24 positions the United States will take or recommendations the United States will  
25 make in any proceeding that occurs after Defendant's original sentencing in the  
26 District Court.

27 Pursuant to Rule 11(c)(1)(C), the United States and Defendant agree that the  
28 appropriate disposition of the case is within a range of 15 to 23 years in custody, to

1 be followed by a term of Supervised Release of not less than 10 years. The United  
2 States and Defendant agree to make those sentencing recommendations to the  
3 Court.

4 12. Supervised Release

5 The Court must impose a term of supervised release of at least five years; if  
6 the Court accepts this Plea Agreement, it must impose a term of supervised release  
7 of at least ten years. Defendant agrees that the Court's decision regarding the  
8 conditions of Defendant's Supervised Release is final and non-appealable; that is,  
9 even if Defendant is unhappy with the conditions of Supervised Release ordered by  
10 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty  
11 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,  
12 sentence, or any term of Supervised Release.

13 The United States and Defendant agree to recommend that in addition to the  
14 standard conditions of supervised release imposed in all cases in this District, the  
15 Court should also impose the following conditions:

- 16 a. The United States Probation Officer may conduct, upon  
17 reasonable suspicion, and with or without notice, a search of  
18 Defendant's person, residences, offices, vehicles, belongings,  
19 and areas under Defendant's exclusive or joint control.
- 20 b. Defendant shall participate and complete such drug testing and  
21 drug treatment programs as the Probation Officer directs.
- 22 c. Defendant shall complete mental health evaluations and  
23 treatment, including taking medications prescribed by the  
24 treatment provider. Defendant shall allow reciprocal release of  
25 information between the Probation Officer and the treatment  
26 provider. Defendant shall contribute to the cost of treatment  
27 according to the Defendant's ability.
- 28

- 1 d. Defendant shall report to the Probation Office any and all  
2 electronic communications service accounts, as defined in 18  
3 U.S.C. § 2510(15) used for user communications, dissemination  
4 and/or storage of digital media files (i.e. audio, video, images).  
5 This includes, but is not limited to, email accounts, social media  
6 accounts, and cloud storage accounts. Defendant shall provide  
7 each account identifier and password, and shall report the  
8 creation of new accounts, changes in identifiers and/or  
9 passwords, transfer, suspension and/or deletion of any account  
10 within 5 days of such action. Failure to provide accurate  
11 account information may be grounds for revocation. The  
12 Probation Office is permitted to access and search any accounts  
13 using Defendant's credentials pursuant to this condition only  
14 when reasonable suspicion exists that Defendant has violated a  
15 condition of his supervision and that the accounts to be  
16 searched contain evidence of this violation.
- 17 e. Defendant shall allow the Probation Officer or designee to  
18 conduct random inspections, including retrieval and copying of  
19 data from any computer with the ability to access to the  
20 Internet, and any personal computing device with the ability to  
21 access the Internet that Defendant possesses or has access to,  
22 including any internal or external peripherals. This may require  
23 temporary removal of the equipment for a more thorough  
24 inspection. Defendant shall not possess or use any data  
25 encryption technique or program. Defendant shall purchase and  
26 use such hardware and software systems that monitor  
27 Defendant's usage of any computer that has the ability to access  
28 the Internet, as directed by the Probation Officer.

- 1 f. Defendant shall not have any contact with any child under the  
2 age of 18 outside the immediate presence of an adult and  
3 approved in advance by the Probation Officer. Defendant shall  
4 not have any contact or communications of any kind with any  
5 child via telephone, the Internet, or any social media platform.  
6 Defendant shall immediately report to the Probation Officer any  
7 unauthorized contact with anyone under 18 years old.
- 8 g. Defendant shall not reside or loiter within 1,000 feet of places  
9 where children under the age of 18 congregate, which includes  
10 primary and secondary schools, schoolyards, parks,  
11 playgrounds, shopping malls, daycare centers, carnivals,  
12 recreation centers, and arcades.
- 13 h. Defendant shall not possess or manufacture any sexually  
14 stimulating, sexually explicit or sexually oriented material  
15 including videos, magazines, photographs, computer generated  
16 depictions, or any other matter that depicts "sexually explicit  
17 conduct" involving children or adults, as defined by 18 U.S.C.  
18 § 2256(2). Defendant shall not enter or be present at any  
19 establishment involved in the sex industry, including adult book  
20 stores, massage parlors, escort services, or strip clubs.  
21 Defendant shall not use any sex-related adult telephone number,  
22 Internet access, or social media platform. Defendant shall  
23 provide to the Probation Officer all of Defendant's telephone  
24 and Internet records to monitor compliance, at the direction of  
25 the Probation Officer.
- 26 i. Defendant shall register as a sex offender, according to the laws  
27 of each state in which Defendant resides, is employed, or is  
28

1 attending school. Defendant shall provide verification of  
2 compliance with this requirement to the Probation Officer.

3 j. Defendant shall complete a sex offender evaluation, which may  
4 include periodic psychological and polygraph testing, at the  
5 direction of the Probation Officer.

6 k. Defendant shall participate and successfully complete an  
7 approved state-certified sex offender treatment program,  
8 including compliance with all lifestyle restrictions and  
9 treatment requirements of the program. Defendant shall allow  
10 reciprocal release of information between the Probation Officer  
11 and the treatment provider. Defendant shall contribute to the  
12 cost of treatment according to Defendant's ability.

13 In exchange for the benefits Defendant is receiving by entering into this Plea  
14 Agreement, Defendant hereby agrees not to seek to modify any of the agreed-upon  
15 conditions set forth herein without first obtaining agreement to the modification by  
16 the United States, nor file a motion for early termination of Supervised Release  
17 until he has served at least ten consecutive years of Supervised Release. Defendant  
18 understands, acknowledges, and agrees that Defendant's filing of a motion for  
19 early termination of Supervised Release prior to such time will constitute  
20 immediate breach of this Plea Agreement, and Defendant agrees not to challenge  
21 or object to a motion by the United States seeking a judicial finding of breach.  
22 Defendant understands and acknowledges that if Defendant breaches this Plea  
23 Agreement by filing a motion for early termination of supervised release, then:

24 a. Any obligations, commitments, or representations made by the  
25 United States in this Plea Agreement shall become null and  
26 void;

27 b. The United States may prosecute Defendant on all available  
28 charges;



1 c. The United States may reinstate any counts that have been  
2 dismissed, have been superseded by the filing of another  
3 charging instrument, or were not charged because of this Plea  
4 Agreement; and

5 d. The United States may file any new charges that would  
6 otherwise be barred by this Plea Agreement.

7 The decision to pursue any or all of these options is solely in the discretion  
8 of the United States Attorney's Office.

9 Defendant agrees to waive any objections, motions, and/or defenses  
10 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate  
11 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or  
12 dismissed, including any claim alleging a violation of Double Jeopardy.

13 Defendant agrees not to raise any objections based on the passage of time,  
14 including but not limited to alleged violations of any statutes of limitation or any  
15 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth  
16 Amendment.

17 13. Criminal Fine

18 The United States and Defendant may make any recommendation  
19 concerning the imposition of a criminal fine. Defendant acknowledges that the  
20 Court's decision regarding a fine is final and non-appealable; that is, even if  
21 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for  
22 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea  
23 Agreement, or appeal Defendant's conviction, sentence, or fine.

24 14. Judicial Forfeiture

25 Defendant agrees to voluntarily forfeit and relinquish to the United States all  
26 right, title and interest in all assets listed herein, and hereby agrees to execute any  
27 and all forms and pleadings necessary to effectuate such forfeiture of assets,  
28 including, but not limited to the following:

- a Black Samsung Galaxy S9+; and,
- a Samsung Galaxy A03S Model: SM-134DL.

Defendant stipulates that Defendant is the sole owner of the assets listed above and that no one else has an interest in these assets.

Defendant acknowledges that the assets listed above, which Defendant is agreeing to forfeit, are subject to forfeiture as property used or intended to be used in any manner or part to commit or to facilitate the commission of the offense to which Defendant is pleading guilty.

Defendant agrees to take all steps requested by the United States to pass clear title to these assets to the United States, and to testify truthfully in any forfeiture proceeding.

Defendant agrees to hold harmless all law enforcement agents/officers, and the United States, its agents, and its employees from any claims whatsoever arising in connection with the seizure and/or forfeiture of the assets listed above.

Defendant waives further notice of any federal, state or local proceedings involving the forfeiture of the seized assets that Defendant is agreeing to forfeit in this Plea Agreement.

Defendant waives all constitutional, equitable and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment.

Defendant knowingly and voluntarily waives Defendant's right to a jury trial on the forfeiture of these assets. Defendant waives oral pronouncement of forfeiture at the time of sentencing, and any defects that may pertain to forfeiture.

15. Mandatory Special Penalty Assessment

Defendant agrees to pay the \$100 mandatory special penalty assessment to the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C. § 3013.

1 Defendant agrees that, pursuant to the JVT A, the Court shall impose an  
2 additional mandatory special assessment of \$5,000, absent a judicial finding of  
3 indigence.

4 Defendant agrees that, pursuant to the AVAA, the Court shall also impose,  
5 in addition to any other criminal penalty, restitution, or special assessment  
6 authorized by law, an additional assessment of up to \$50,000, as set forth in 18  
7 U.S.C. § 2259A. Defendant also understands and agrees that pursuant to 18 U.S.C.  
8 § 2259A(c), in determining the amount of the AVAA assessment, the Court shall  
9 consider the factors set forth in 18 U.S.C. §§ 3553(a), 3572.

10 Neither party may withdraw from the Plea Agreement based on the ultimate  
11 special penalty assessment(s) imposed.

12 16. Restitution

13 The United States and Defendant agree that restitution is required. 18  
14 U.S.C. §§ 2259, 3663, 3663A, 3664. Defendant acknowledges that restitution is  
15 mandatory, without regard to Defendant's economic situation, to identifiable  
16 victims who suffer ongoing injury by virtue of child pornography images  
17 depicting them circulating on the Internet indefinitely, in amounts that comport  
18 with Defendant's relative role in the causal process that underlies the general  
19 losses of the victims. *Paroline v. United States*, 572 U.S. 434 (2014); 18 U.S.C.  
20 § 2259.

21 Pursuant to 18 U.S.C. § 3663A(a)(3), in exchange for the United States  
22 dismissing counts and/or agreeing not to bring additional charges, Defendant  
23 voluntarily agrees to pay restitution to all victims depicted in child pornography  
24 that Defendant distributed, transported, received, and/or possessed, as set forth  
25 in the discovery in this case, whether or not Defendant pleads guilty to counts  
26 charging that specific conduct, and whether or not such counts are foregone  
27 pursuant to this Plea Agreement.  
28

1 Defendant understands that for purposes of 18 U.S.C. § 2259, “victim”  
2 means the individual harmed as a result of a commission of the crime, including,  
3 in the case of a victim who is under 18 years of age, the legal guardian of the  
4 victim. The United States and Defendant also hereby stipulate and agree that the  
5 Court shall order full restitution, as appropriate, to any entity, organization,  
6 insurance company, individual, and/or medical provider who provided medical  
7 services and/or funds related to the treatment of any victim related to  
8 Defendant’s commission of the crime to which he is pleading.

9 With respect to restitution, the United States and Defendant agree to the  
10 following:

11 a. Restitution Amount and Interest

12 The United States and Defendant hereby stipulate and agree that, pursuant to  
13 18 U.S.C. §§ 2259, 3663, 3663A and 3664, the Court should order restitution in an  
14 amount to be determined at or before sentencing, but which is not less than \$3,000  
15 per victim. The interest on this restitution amount should be waived. Defendant  
16 acknowledges that Defendant may not withdraw from the Plea Agreement based  
17 on the amount of restitution that the Court orders.

18 b. Payments

19 The United States and Defendant agree that if the Court imposes restitution,  
20 the Court will set a restitution payment schedule based on Defendant’s financial  
21 circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Defendant agrees to pay not less  
22 than 10% of Defendant’s net monthly income towards any restitution obligation.

23 c. Treasury Offset Program and Collection

24 Defendant understands the Treasury Offset Program (“TOP”) collects  
25 delinquent debts owed to federal agencies. If applicable, the TOP may take part or  
26 all of Defendant’s federal tax refund, federal retirement benefits, or other federal  
27 benefits and apply these monies to Defendant’s restitution obligations. 26 U.S.C.  
28 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

1 Defendant understands that the United States may, notwithstanding the  
2 Court-imposed payment schedule, pursue other avenues to ensure the restitution  
3 obligation is satisfied, including, but not limited to, garnishment of available funds,  
4 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

5 Nothing in this acknowledgment shall be construed to limit Defendant's  
6 ability to assert any specifically identified exemptions as provided by law, except  
7 as set forth in this Plea Agreement.

8 Until Defendant's fine and restitution obligations are paid in full, Defendant  
9 agrees fully to disclose all assets in which Defendant has any interest or over  
10 which Defendant exercises control, directly or indirectly, including those held by a  
11 spouse, nominee or third party.

12 Until Defendant's fine and restitution obligations are paid in full, Defendant  
13 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's  
14 Office to access records to verify the financial information.

15 d. Obligations, Authorizations, and Notifications

16 The Defendant agrees to truthfully complete the Financial Disclosure  
17 Statement that will be provided by the earlier of 30 days from the Defendant's  
18 signature on this plea agreement or the date of the Defendant's entry of a guilty  
19 plea, sign it under penalty of perjury and provide it to both the United States  
20 Attorney's Office and the United States Probation Office. The parties agree that  
21 Defendant's failure to timely and accurately complete and sign the Financial  
22 Disclosure Statement, and any update thereto, may, in addition to any other penalty  
23 or remedy, constitute Defendant's failure to accept responsibility under U.S.S.G  
24 §3E1.1.

25 The Defendant expressly authorizes the United States Attorney's Office to  
26 obtain a credit report on Defendant upon the signing of this Plea Agreement. Until  
27 the fine or restitution order is paid in full, Defendant agrees to provide waivers,  
28 consents or releases requested by the United States Attorney's Office to access



1 records to verify the financial information.

2 The Defendant agrees to notify the Financial Litigation Unit of the United  
3 States Attorney's Office before Defendant transfers any interest in property with a  
4 value exceeding \$1,000 owned directly or indirectly, individually or jointly, by  
5 Defendant, including any interest held or owned under any name, including trusts,  
6 partnerships and corporations. Further, pursuant to 18 U.S.C. § 3664(k), Defendant  
7 shall notify the court and the United States Attorney's Office within a reasonable  
8 period of time, but no later than 10 days, of any material change in Defendant's  
9 economic circumstances that might affect defendant's ability to pay restitution,  
10 including, but not limited to, new or changed employment, increases in income,  
11 inheritances, monetary gifts or any other acquisition of assets or money.

12 Until the fine or restitution order is paid in full, the Defendant agrees to  
13 disclose all assets in which the Defendant has any interest or over which Defendant  
14 exercises control, directly or indirectly, including those held by a spouse, nominee  
15 or third party.

16 Pursuant to 18 U.S.C. § 3612(b)(1)(F) the Defendant understands and agrees  
17 that until a fine or restitution order is paid in full, the Defendant must notify the  
18 United States Attorney's Office of any change in the mailing address or residence  
19 address within 30 days of the change.

20 Defendant acknowledges that the Court's decision regarding restitution is  
21 final and non-appealable; that is, even if Defendant is unhappy with the amount of  
22 restitution ordered by the Court, that will not be a basis for Defendant to withdraw  
23 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal  
24 Defendant's conviction, sentence, or restitution order.

25 17. Payments While Incarcerated

26 If Defendant lacks the financial resources to pay the monetary obligations  
27 imposed by the Court, Defendant agrees to earn money toward these obligations by  
28 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

1        18.    Notice of Sex Offender Registration:

2        Defendant understands that by pleading guilty, Defendant will be required to  
3 register as a sex offender upon release from prison as a condition of supervised  
4 release, pursuant to 18 U.S.C. § 3583(d).

5        Defendant also understands that independent of Defendant's term of  
6 supervised release, Defendant will be subject to federal and state sex offender  
7 registration requirements, and that those requirements may apply throughout  
8 Defendant's lifetime.

9        Defendant agrees that during the duration of Defendant's registration  
10 requirement, Defendant will keep Defendant's registration current with the state  
11 sex offender registration agency or agencies of any state in which Defendant lives  
12 or resides for more than 72 hours.

13        Defendant agrees that during the duration of Defendant's registration  
14 requirement, Defendant will notify and verify with the state sex offender  
15 registration agency or agencies of any state in which Defendant lives or resides for  
16 more than 72 hours, of changes to Defendant's name, place of residence, place of  
17 employment, education, or religious worship, and any other information required  
18 by such agency or agencies.

19        Defendant understands that Defendant will be subject to possible federal and  
20 state penalties for failure to comply with any such requirements. Defendant  
21 understands that under 18 U.S.C. § 4042(c), notice will be provided to certain law  
22 enforcement agencies upon Defendant's release from confinement.

23        As a condition of Supervised Release, Defendant shall initially register with  
24 the state sex offender registration of the state of Defendant's release, and shall also  
25 register with the state sex offender agency in any state where defendant resides, is  
26 employed, works, or is a student, as directed by the Probation Officer.

27        Defendant shall provide proof of registration to the Probation Officer within  
28 72 hours of release.

1           19.   Additional Violations of Law Can Void Plea Agreement

2           The United States and Defendant agree that the United States may, at its  
3 option and upon written notice to the Defendant, withdraw from this Plea  
4 Agreement or modify its sentencing recommendation if, prior to the imposition of  
5 sentence, Defendant is charged with or convicted of any criminal offense or tests  
6 positive for any controlled substance.

7           20.   Waiver of Appeal Rights

8           Defendant understands that Defendant has a limited right to appeal or  
9 challenge Defendant's conviction and the sentence imposed by the Court.

10          In return for the concessions that the United States has made in this Plea  
11 Agreement, Defendant expressly waives all of Defendant's rights to appeal  
12 Defendant's conviction and the sentence the Court imposes, if the Court imposes a  
13 term of imprisonment consistent with the terms of this Rule 11(c)(1)(C) Plea  
14 Agreement. Defendant further expressly agrees that if the Court indicates its intent  
15 to impose a sentence higher than the term or range consistent with the Rule  
16 11(c)(1)(C) terms of this Plea Agreement, Defendant has fourteen (14) days from  
17 the sentencing hearing to file with the Court a notice of withdrawal from the Rule  
18 11(c)(1)(C) Plea Agreement. Defendant expressly waives Defendant's right to  
19 withdraw from the Rule 11(c)(1)(C) Plea Agreement more than fourteen (14) days  
20 after the Court either imposes a sentence higher than the term or range consistent  
21 with the Rule 11(c)(1)(C) terms of this Plea Agreement, or indicates its intent to do  
22 so.

23          Defendant expressly waives Defendant's right to appeal any fine, term of  
24 supervised release, and restitution order.

25          Defendant expressly waives the right to file any post-conviction motion  
26 attacking Defendant's conviction and sentence, including a motion pursuant to 28  
27 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from  
28

1 information not now known by Defendant and which, in the exercise of due  
2 diligence, Defendant could not know by the time the Court imposes sentence.

3 Nothing in this Plea Agreement shall preclude the United States from  
4 opposing any post-conviction motion for a reduction of sentence or other attack  
5 upon the conviction or sentence, including, but not limited to, writ of habeas  
6 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

7 21. Pending Chelan County Charges

8 Defendant is charged in Chelan County Superior Court with six counts of  
9 Sexual Exploitation of a Minor, five counts of Dealing in Depictions of a Minor  
10 Engaged in Sexually Explicit Conduct in the First Degree, six counts of Possession  
11 of Depictions of a Minor Engaged in Sexually Explicit Conduct in the First  
12 Degree, Communication with a Minor for Immoral Purposes, Commercial Sexual  
13 Abuse of a Minor, and Rape in the Third Degree, in Case No. 23-1-00801-32.

14 The Chelan County Prosecutor has agreed to dismiss these pending charges,  
15 if Defendant does not breach this federal Plea Agreement and is sentenced in  
16 accordance with the terms of this federal Plea Agreement.

17 22. Douglas County Charges

18 Defendant has no pending charges related to these matters in Douglas  
19 County; however, Defendant was previously charged with sexual assault involving  
20 Minor Victim S. The Douglas County Prosecutor's Office has agreed not to re-file  
21 charges stemming from these matters if Defendant does not breach this federal  
22 Plea Agreement and is sentenced in accordance with the terms of this federal Plea  
23 Agreement.

24 23. Withdrawal or Vacatur of Defendant's Plea

25 Should Defendant successfully move to withdraw from this Plea Agreement  
26 or should Defendant's conviction be set aside, vacated, reversed, or dismissed  
27 under any circumstance, then:  
28

- a. Any obligations, commitments, or representations made by the United States in this this Plea Agreement shall become null and void;
- b. The United States may prosecute Defendant on all available charges;
- c. The United States may reinstate any counts that have been dismissed, have been superseded by the filing of another charging instrument, or were not charged because of this Plea Agreement; and
- d. The United States may file any new charges that would otherwise be barred by this Plea Agreement.

The decision to pursue any or all of these options is solely in the discretion of the United States Attorney's Office.

Defendant agrees to waive any objections, motions, and/or defenses Defendant might have to the United States' decisions to seek, reinstate, or reinitiate charges if a count of conviction is withdrawn, set aside, vacated, reversed, or dismissed, including any claim that the United States has violated Double Jeopardy.

Defendant agrees not to raise any objections based on the passage of time, including but not limited to, alleged violations of any statutes of limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth Amendment.

#### 24. Integration Clause

The United States and Defendant acknowledge that this document constitutes the entire Plea Agreement between the United States and Defendant, and no other promises, agreements, or conditions exist between the United States and Defendant concerning the resolution of the case.



1 This Plea Agreement is binding only on the United States Attorney's Office  
2 for the Eastern District of Washington, and cannot bind other federal, state, or local  
3 authorities.

4 The United States and Defendant agree that this Agreement cannot be  
5 modified except in a writing that is signed by the United States and Defendant.  
6

7 Approvals and Signatures

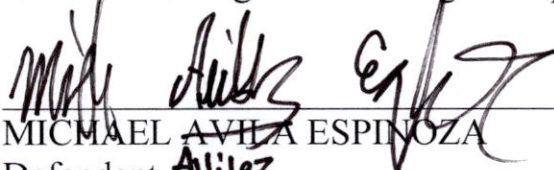

8 Agreed and submitted on behalf of the United States Attorney's Office for  
9 the Eastern District of Washington.

10 Richard R. Barker  
11 Acting United States Attorney

12   
13 Ann T. Wick  
14 Assistant United States Attorney

12 6/11/25  
13 Date

15 I have read this Plea Agreement and I have carefully reviewed and discussed  
16 every part of this Plea Agreement with my attorney. I understand the terms of this  
17 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and  
18 voluntarily. I have consulted with my attorney about my rights, I understand those  
19 rights, and I am satisfied with the representation of my attorney in this case. No  
20 other promises or inducements have been made to me, other than those contained  
21 in this Plea Agreement. No one has threatened or forced me in any way to enter  
22 into this Plea Agreement. I agree to plead guilty because I am guilty.

23   
24 MICHAEL AVILA ESPINOZA  
25 Defendant 

23 06-11-25  
24 Date

26 I have read the Plea Agreement and have discussed the contents of the  
27 agreement with my client. The Plea Agreement accurately and completely sets  
28 forth the entirety of the agreement between the parties. I concur in my client's

1 decision to plead guilty as set forth in the Plea Agreement. There is no legal  
2 reason why the Court should not accept Defendant's guilty plea.

3   
4 \_\_\_\_\_

5 Lorinda Youngcourt  
6 Attorney for Defendant

6/11/2025  
Date